

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

)
)
IN THE MATTER OF THE WINDING DOWN OF:)

THE NEW HAMPSHIRE MEDICAL MALPRACTICE)
JOINT UNDERWRITING ASSOCIATION)
)
_____)

No. 217-2015-CV-00347

[PROPOSED]

ORDER APPROVING ASSUMPTION AGREEMENT WITH MEDPRO

On consideration of the motion of Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire, as Receiver (“Receiver”) of the New Hampshire Medical Malpractice Joint Underwriting Association (“NHMMJUA”), for approval of an Assumption Agreement (“Assumption Agreement” or “Agreement”) with The Medical Protective Company (“MedPro”) attached as Exhibit A to the motion, together with the supporting affidavit of Peter A. Bengelsdorf, Special Deputy Commissioner, and after hearing, it is hereby found and ORDERED as follows:

1. The Receiver’s selection of MedPro after the offering process approved by the Court on November 18, 2015 is consistent with RSA 404-C:16, II.

2. The Assumption Agreement is on commercially reasonable terms and provides for continued protection for the NHMMJUA’s policyholders against liability and expense in accordance with the coverage terms of their policies, as well as for established obligations to claimants under such policies, consistent with RSA 404-C:16, II.

3. The Receiver's Motion for Approval of Assumption Agreement with MedPro is granted, and the Assumption Agreement is approved.

4. The Receiver is authorized to fulfil the Receiver's obligations under the Assumption Agreement in accordance with the terms of the Agreement both before and after Closing.

5. The transfer and assignment of all rights, obligations and liabilities regarding the NHMMJUA Obligations to MedPro in accordance with the terms of the Agreement is approved.

6. As of Closing, MedPro shall assume the NHMMJUA Obligations as defined in the Agreement as its own direct obligations in accordance with the terms of the Agreement. MedPro does not assume any other obligations of the NHMMJUA, and specifically does not assume any Excluded Claims as defined in the Agreement.

7. As of Closing, the NHMMJUA Obligations shall be assumed and novated as direct obligations of MedPro, and the Receiver (including the Special Deputy Commissioner and the Receiver's consultants, agents, and attorneys) and the NHMMJUA (including its administrators, consultants, agents and attorneys) shall have no liability in respect of the NHMMJUA Obligations.

So Ordered.

Dated: _____

Presiding Justice